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**MISSOURI
Public Service Commission**

**Schedule of Rates, Rules and Regulations
Governing Resale of Local Service
Provided in the State of Missouri**

OFFERED BY

**Comm South Companies, Inc.
d/b/a Missouri Comm South, Inc.**

Applying generally to its authorized territories within the State of Missouri.

This tariff applies to the Company's resale of Southwestern Bell Telephone Company (SWBT) services (and only SWBT services), in specified exchanges within the Company's certificated area in the State of Missouri.

**MISSOURI COMM SOUTH, INC. IS A
COMPETITIVE TELECOMMUNICATIONS COMPANY
UNDER THE REVISED STATUTES OF MISSOURI**

Issued: November 14, 1997

James Graham, President
Comm South Companies, Inc.
d/b/a Missouri Comm South, Inc.
6830 Walling Lane
Dallas, Texas 75231

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LIST OF WAIVED STATUTES AND REGULATIONS

MISSOURI
Public Service Commission

The Missouri Public Service Commission in its order in the case of *In the Matter of the Application of Comm South Companies, Inc., f/k/a Onyx Distributing Company, Inc., d/b/a Missouri Comm South, Inc. for a Certificate of Authority to Resell Basic Exchange and Local Exchange Intrastate Telecommunications Services Within the State of Missouri*, Case No. TA-97-203, waived the following statutes and regulations:

STATUTES

Section 392.210.2	--	uniform system of accounts
Section 392.270	--	valuation of property (ratemaking)
Section 392.280	--	Depreciation accounts
Section 392.290.1	--	issuance of securities
Section 392.300.2	--	acquisition of stock
Section 392.310	--	stock and debt issuance
Section 392.320	--	stock dividend payment
Section 392.330	--	issuance of securities; debts and notes
Section 392.340	--	reorganizations

COMMISSION RULES

4 CSR 240-10.020	--	depreciation fund income
4 CSR 240-30.040	--	uniform system of accounts
4 CSR 240-35	--	reporting of bypass and customer specific arrangements

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SYMBOLS

Whenever tariff sheets are revised, changes will be identified by the following symbols:

- (C) To signify changed regulation.
- (D) To signify deleted or discontinued rate, regulation or condition.
- (I) To signify a change resulting in an increase to a customer's bill.
- (M) To signify material moved from or to another part of tariff with no change in text, rate, rule or condition.
- (N) To signify new rate, regulation, condition or sheet.
- (R) To signify a change resulting in a reduction to a customer's bill.
- (T) To signify change in text but no change in rate, rule or condition.
- (Y) To signify a reference to other published tariffs.
- (z) To signify a correction.

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TARIFF FORMAT SHEET

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A. Page Numbering. Page numbers appear in the upper-right corner of the page. Pages are numbered sequentially. However, new pages are occasionally added to the tariff. When a new page is added, the page appears as a decimal. For example, a new page added between pages 34 and 35 would be 34.1.

B. Page Revision Numbers. Revision numbers also appear in the upper-right corner of the page. These numbers are used to determine the most current page version on file with the Missouri Public Service Commission. For example, the 4th revised Page 34 cancels the 3rd revised Page 34. Because of deferrals, notice periods, etc., the most current page number on file with the Commission is not always the tariff page in effect. Subscriber should consult the check page for the page currently in effect.

C. Paragraph Numbering Sequence. There are nine levels of paragraph coding. Each level of coding is subservient to its next higher level of coding.

- 2.
- 2.1.
- 2.1.1.
- 2.1.1.A.
- 2.1.1.A.1.
- 2.1.1.A.1.(a)
- 2.1.1.A.1.(a).I.
- 2.1.1.A.1.(a).I.(i)
- 2.1.1.A.1.(a).I.(i)(1)

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INTRODUCTION

This tariff (Tariff) contains the regulations and rates applicable to the furnishing of intrastate, common carrier telecommunication resale services by Missouri Comm South Inc. (hereinafter sometimes referred to as "Comm South" or "the Company") between various locations in the State of Missouri. This Tariff applies to the Company's resale of telecommunications services within the following Southwestern Bell Telephone Company exchanges:

Adrian	Dexter	Kennett	Pocahontas-New
Advance	Downing	Kirksville	Wells
Agency	East Prairie	Knob Noster	Pond
Altenburg-Frohna	Edina	Lake Ozark-Osage	Poplar Bluff
Antonia	Eldon	Beach	Portage Des Sioux
Archie	Elsberry	Lamar	Portageville
Argyle	Essex	LaMonte	Puxico
Armstrong	Eureka	Lancaster	Quilin
Ash Grove	Excelsior Springs	Leadwood	Richmond
Beaufort	Farley	Lilbourn	Richwoods
Bell City	Farmington	Linn	Risco
Benton	Fayette	Lockwood	Rushville
Billings	Fenton	Louisiana	Ste. Genevieve
Bismarck	Festus-Crystal City	Macks Creek	St. Charles
Bloomfield	Fisk	Malden	St. Clair
Bloomsdale	Flat River	Manchester	St. Joseph
Bonne Terre	Frankford	Marble Hill	St. Louis Metro
Boonville	Fredericktown	Marceline	St. Marys
Bowling Green	Freeburg	Marionville	San Antonio
Brookfield	Fulton	Marshall	Scott City
Camdenton	Gideon	Marston	Sedalia
Campbell	Glasgow	Maxville	Senath
Cape Girardeau	Grain Valley	Meta	Sikeston
Cardwell	Gravois Mills	Mexico	Slater
Carl Junction	Gray Summit	Moberly	Smithville
Carrollton	Greenwood	Monette	Springfield
Carthage	Hannibal	Montgomery City	Stanberry
Caruthersville	Harvester	Morehouse	Trenton
Cedar Hill	Hayti	Neosho	Tuscumbia
Center	Herculaneum	Nevada	Union
Chaffee	Pevely	New Franklin	Valley Park
Charleston	Higbee	New Madrid	Versailles
Chesterfield	High Ridge	Oak Ridge	Vienna
Chillicothe	Hillsboro	Old Appleton	Walnut Grove
Clarksville	Holcomb	Oran	Wardell
Clever	Hornersville	Pacific	Ware
Climax Springs	Imperial	Patton	Washington
Deering	Jackson	Paynesville	Webb City
DeKalb	Jasper	Perryville	Wellsville
Delta	Joplin	Pierce City	Westphalia
DeSoto	Kansas City Metro		Wyatt

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1 **TECHNICAL TERMS AND ABBREVIATIONS**

Certain terms used throughout this Tariff are defined below.

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Access Code

"Access Code" means a sequence of numbers that, when dialed, connects a Customer to the Carrier associated with that sequence.

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Authorized User

"Authorized User" means a person, firm, company, corporation, or other entity who is authorized by the Customer to take Service under this Tariff.

Automatic Number Identification (ANI)

"Automatic Number Identification" or "ANI" refers to the calling telephone number identification which will be forwarded to the Carrier's network by the Local Exchange Company ("LEC") as a call is placed. ANI is provided by the LEC only when and LEC's switched access, Feature Group D interconnections are used to gain access to a Carrier's switched telecommunications service.

Carrier

"Carrier" means a communications common carrier authorized by the Commission or the FCC to provide communications service to the public.

Commission

"Commission" means the Missouri Public Service Commission.

Credit(s)

"Credit(s)" has the meaning set forth in Section 2.26 hereof.

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1 Technical Terms and Abbreviation (cont.)

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Credit Allowances

"Credit Allowances" has the meaning set forth in Section 2.26 hereof.

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Customer

"Customer" means the person, firm, company, corporation, or other entity who, pursuant to a Service Order orders Service(s) under this Tariff. Customer shall include both residential and business customers.

Customer Information Bulletin

"Customer Information Bulletin" means that information described subsequently in this tariff and mailed or delivered to the Customer after receipt of the Service Order.

FCC

"FCC" means the Federal Communications Commission.

Governmental Authority

"Governmental Authority" means any judicial, administrative, or other federal, state or municipal governmental authority (including without limitation the Commission and the FCC) having jurisdiction over the Company or the provision of Services hereunder.

Holidays

"Holidays" means all Company-specified holidays: New Year's Day (January 1), Independence Day (July 4), Labor Day, Thanksgiving Day and Christmas Day (December 25).

Interruption

"Interruption" means the disruption of, or removal of a circuit from, Service such that the Service becomes unusable by Subscriber for a continuous period of thirty (30) minutes or more.

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1 Technical Terms and Abbreviation (cont.)

InterLATA Service

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"InterLATA Service" means communications between a point located in a local access and transport area ("LATA") and a point located outside such area.

Local Exchange Carrier ("LEC")

"LEC" means any person that is engaged in the provision of local exchange service or exchange access service. However, such term does not include any person insofar as such person is engaged in the provision of commercial mobile radio service.

Local Access and Transport Area ("LATA")

Local Access and Transport Area ("LATA") means a geographical area established by the U.S. District Court for the District of Columbia in Civil Action No. 82-0192, within which an LEC provides communications service.

Minimum Service Period

"Minimum Service Period" (or "MSP") means the minimum period of time during which Customer takes Services under this Tariff.

Other Providers

"Other Providers" means any carriers or other service providers, whose services or facilities are connected to the Services.

Performance Failure

"Performance Failure" means any disruption, degradation, or failure of Service, including without limitation any Interruption (but excluding Scheduled Interruptions), any installation failure or delay, or any mistake, delay, omission, error or other defect in the Service or in the provision thereof.

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1 Technical Terms and Abbreviation (cont.)

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Prepaid Residential Telecommunications Service ("Prepaid Service")

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"Prepaid Residential Telecommunications Service" ("Prepaid Service") is resold basic local telecommunications services, including local calling ("dialtone"), for which the Company will not perform consumer credit checking or application screening. Under Prepaid Service the Company will not require a deposit from the customer. This term shall also have the meaning set forth in Section 3.1.1 hereof.

Processing Fee

"Processing Fee" means a fee charged by the company at the time service is ordered to process the customer's Service Order and connect service.

Regulation(s)

"Regulation(s)" means any and all law(s), rule(s), regulation(s), (including without limitation those set forth in this Tariff), order(s), policy or policies, ruling(s), judgment(s), decree(s) or other determination(s) which are made by the Commission or any other Governmental Authority or which arise under any federal, state, or local statute, utility code, or ordinance, and which are applicable to the Services or to any provision of this Tariff.

Resale Tariff(s)

"Resale Tariff(s)" means the tariff(s) of one or more Underlying Carriers.

Scheduled Interruption

"Scheduled Interruption" means an Interruption which has been scheduled by the Company in advance for maintenance, testing, or other administrative purposes.

Service(s)

"Service(s)" means the Company's regulated, communications common carrier service(s) provided under this Tariff.

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1 Technical Terms and Abbreviation (cont.)

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Service Commencement Date

"Service Commencement Date" means either (i) the first day following the date on which the Company notifies the Customer that the requested Service is available for use, (ii) in the event Customer lawfully refuses to accept such Service, the date of Customer's acceptance of such Service, or (iii) another, mutually agreed upon date.

Service Order

"Service Order" means (i) a contract between the Company and Customer, or (ii) a Company designated form used from time to time by Customer for purposes of ordering Services hereunder or for acquiring Prepaid Calling Cards.

Subscriber

"Subscriber" means a person, firm, company, corporation, or other entity who is authorized by the Customer to use Service under this Tariff.

TDD

"TDD" means a Telecommunications Device for the Deaf.

Termination (Terminate)

"Termination " (or "Terminate") means discontinuance of (to discontinue) Services, either at Customer's request, or by the Company in accordance with Regulations.

Third Party Billing Companies

"Third Party Billing Companies" means, collectively, any clearinghouses, LEC's, or Other Providers, credit card companies or other third parties who bill Customers for Services on the Company's behalf.

Underlying Carrier(s)

"Underlying Carrier(s)" means the LEC(s) or other Carrier(s) whose services are resold by the Company pursuant to this Tariff.

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2 RULES AND REGULATIONS

The Company is a reseller of regulated local exchange services. The Services described in Section 9 of this Tariff are provided to Customers by the Company pursuant to one or more applicable resale agreements or Resale Tariffs which are on file with, and have been approved by, the Commission.

2.1 Undertaking of the Company

- 2.1.1 Obligation to Provide Service. The Company shall exercise its best efforts to provide Services to Subscribers pursuant to the terms and conditions of this Tariff. The Company shall exercise reasonable efforts to make such Services available for Subscribers' use on either the installation date set forth in a Service Order (or, if no date is specified) as soon as practicable after execution of a Service Order, subject to Customer's compliance with Regulations. In addition to the Service Order, Customer shall also execute such other documents as the Company may reasonably require. In the event of a conflict or inconsistency between (i) the terms of a Service Order (or of any other document executed by the Customer) and (ii) those of this Tariff, the latter shall govern. The Service Order becomes a contract upon the establishment of service or provision of any ordered facilities.
- 2.1.2 Conditions to Company's Obligations. The obligations of the Company to provide Services are subject to the following: (i) availability, procurement, construction, and maintenance of facilities required to meet the Service Order; (ii) the provision of Services to the Company for Resale by the Underlying Carrier; (iii) interconnection to Other Providers' services or facilities as required; and (iv) any applicable Credit Limit.
- 2.1.3 Right to Block Services in the Event of Fraud. The Company reserves the right to block Services to any Subscriber location without any liability whatsoever, in the event that the Company detects or reasonably suspects fraudulent or unlawful use of the Services at said location.

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2.2 Responsibility and Use

2.2.1 Services may be used by Customer or Subscriber for any lawful purpose, twenty-four (24) hours per day, seven (7) days per week, subject to the terms and conditions set forth herein and in any applicable Service Order. Customer is solely responsible for (i) prevention of unauthorized, unlawful or fraudulent, use of or access to Services, which use or access is expressly prohibited.

2.2.2 The Customer has no property right in the telephone number or any other call number designation associated with the Company's Services. The Company may change such numbers, or the central office code designation associated with such numbers, or both, assigned to the Customer, whenever the Company, in its sole discretion, deems it necessary to do so in the conduct of its business.

2.2.3 [reserved]

2.3 Transmission

The Services are suitable for the transmission of voice, data, or other communications only to the limited extent set forth in the Resale Tariff(s).

2.4 [Reserved]

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2.5. Interconnection

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- 2.5.1 Services or facilities furnished by the Company may be connected with services or facilities of Other Providers subject to any technical limitations set forth in said Other Providers' tariffs (if any); provided, however, Service furnished by the Company is not part of a joint undertaking with any Other Provider.
- 2.5.2 Interconnection with the facilities or services of Other Providers is subject to (i) the availability of said Other Providers' facilities; and (ii) the applicable terms and conditions of the Other Providers' tariffs (if any). Customer shall be solely responsible for satisfying all legal requirements for interconnecting Customer-provided terminal equipment or communications systems with Other Providers' facilities, including, without limitation, application for all licenses, permits, rights-of-way, and other arrangements necessary for such interconnection. Satisfaction of all legal requirements, any interface equipment or any other facilities necessary to interconnect the facilities of the Company and Other Providers must be provided at the Customer's sole expense.

2.6 Equipment

- 2.6.1 The Company's facilities or Services may be used with or terminated to Customer Premises Equipment ("CPE"), such as a private branch exchange, key system or pay telephone. CPE is the sole responsibility of the Customer and the Company has no responsibility whatsoever for the installation, operation, and maintenance of such CPE. The Customer is solely responsible for all costs of installing, maintaining or repairing CPE, including without limitation personnel charges, wiring costs, and costs associated with routing of electrical power, incurred in the attachment to and use of the Company's facilities or Services.
- 2.6.2 The Customer is responsible for ensuring that all attached CPE conforms to the Federal Communications Commission's registration requirements set forth in Part 68 of the Code of Federal Regulation (as amended), and the Company may discontinue the provision of Services to any location where CPE fails to conform to such Regulations.
- 2.6.3 The Customer will be responsible for payment of service charges at the Company's standard, hourly rates in effect from time to time for visits by Company personnel to the Customer's premises in response to any Service difficulty or trouble report determined to be caused, in whole or in part, by the use of any CPE, Services, facilities, or other equipment which is not provided by the Company.

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2.7 Title

Title to any and all equipment or facilities provided by Company under this Tariff will remain in the Company.

2.8 Customer Premises

Customer shall provide, without cost to Company, all equipment, space, conduit, and electric power required to terminate the Services at the Subscriber's premises. The Customer shall arrange for the Company, or other Carriers as required, to have access to the Subscriber's premises at all reasonable times for purposes of Service installation, Termination, inspection and repair. Customer shall be solely responsible for any damage to or loss of Company equipment while on the premises of Subscriber, unless such damage is caused by the negligence or willful misconduct of the Company, its employees, subcontractors or agents.

2.9 Non-Routine Maintenance and Installation

At the Customer's request, the Company may perform installation or maintenance on weekends or times other than during normal business hours; provided, however, Customer may be assessed reasonable, additional charges based on the Company's actually incurred labor, material or other costs for such non-routine installation or maintenance.

2.10 Interruption

The Company, without incurring any liability whatsoever, may make Scheduled Interruptions at any time (i) to ensure compliance by the Customer or Subscriber with Regulation (including without limitation the provisions of this Tariff), (ii) to ensure proper installation and operation of the Customer's and the Company's equipment and facilities, (iii) to prevent fraudulent use of or access to the Services, or (iv) to perform any other maintenance, testing or inspection reasonably required for the provision of Services hereunder.

2.11 Service Commencement and Acceptance

Billing for Services will commence as of the Service Commencement Date. The Company shall notify the Customer when Services ordered pursuant to an accepted Service Order are ready for use. Customer may refuse to accept such Services at any time within ten (10) business days after receipt or mailing of the Customer Information Bulletin described in Section 5 of this tariff.

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2.12 Minimum Service Period

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The Minimum Service Period ("MSP") will be for the term specified in the applicable Service Order, which term must be no less than thirty (30) days. Except as otherwise provided in the Service Order, (i) this MSP will automatically renew for subsequent terms of equal duration, and (ii) either the Company or the Customer may elect not to renew any MSP by written or oral notice to the other no later than thirty (30) days prior to the expiration date of said MSP.

2.13 Service Order Cancellation and Refund of Processing Fee and MSP Recurring Charges.

If a Customer cancels the Service Order, the Processing Fee (described later in this Tariff) and the recurring charges for the MSP are subject to refund at any time before Service is commenced pursuant to the Customer's Service Order. The preceding notwithstanding, the Processing Fee and the recurring charges for the MSP shall be refundable to the Customer upon cancellation if cancellation is requested within 10 business days after mailing or delivery of the Customer Information Bulletin described in this Tariff.

2.14 Billing and Payments

2.14.1 Except as otherwise limited by Regulation, Customer shall be responsible for payment of all charges, whether authorized or not, for any and all use of or access to Services provided to Subscribers, including without limitation any unauthorized, unlawful or fraudulent use or access.

2.14.2 All amounts stated on each monthly invoice are due and payable as set out in Paragraph 2.14.4

2.14.3 Customers may pay for service by Money Order or cash at a Company authorized Agent location. Payments for service mailed to the Company must be in the form of a Money Order or Certified Check. Credit card payments are accepted by the Company by telephone. Payment for reconnection of service as provided in this Tariff may be made in any reasonable manner, including personal check. The Company may refuse payment by personal check if the Customer, within the last twelve (12) months, has tendered payment in this manner and the check has been dishonored, excepting bank error. Except as otherwise provided above, personal checks will not be accepted as a form of payment.

2.14.4 Charges for Prepaid Service will be mailed to Customer on a monthly (30 days) basis, in advance, on the 10th day of each month for the following month's service, and shall be due twenty one (21) days thereafter.

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2.14 Billing and Payments (cont.)

2.14.5 [Reserved]

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2.14.6 The Company issues bills on a monthly basis with bills received by the Customer on or about the same day each month.

2.14.7 The Company will not alter the billing cycle unless affected customers are sent a bill insert or other written notice explaining the alteration not less than 30 days prior to the effective date of the alteration. Such notification is not required when a Customer requests a number or billing change or when the Customer disconnects and reconnects service or transfers service from one premises to another.

2.14.8 The Company allows customers at least 21 days to pay bill charges.

The Company sets forth the following on residential bills:

- A. the number of access lines for which charges are stated;
- B. the beginning or ending dates of the billing period;
- C. the date the bill becomes delinquent if not paid on time;
- D. the unpaid balance (if any);
- E. the amount for basic service and an itemization for the amount due for toll service, if applicable, including the date and duration of each toll call;
- F. an itemization of the amount due for taxes, franchise fees, Relay Missouri surcharge, 911 surcharges (if applicable) and other surcharges as may be necessary and appropriate;
- G. the total amount due; and
- H. a telephone number where inquiries may be made.

2.14.9 During the first billing period in which a residential customer receives service, the Company provides each customer an insert or other written notice which contains an itemized account of the charges for the equipment and service for which the customer has contracted.

2.15 Customer Cancellation of Service

If the customer cancels service after ten days passes from mailing (date of postmark) or delivery of the Customer Information Bulletin, the prepaid service charges, plus associated taxes, shall be pro-rated for the actual number of days during which service has been provided with the non-used portion being refunded to the customer.

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2.16 Deposits

The Company does not require a deposit.

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2.17 [reserved]

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2.18 [reserved]

2.19 Taxes

The Customer is responsible for payment of any and all municipal taxes or surcharges, including without limitation franchise fees, excise taxes, sales taxes, or municipal utilities taxes. Taxes and surcharges for Prepaid Service will be billed by the Company as separate line items on Customer's invoice and are not included in any rates set forth in this Tariff.

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2.20 Discontinuation

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2.20.1 Service may be discontinued for any of the following reasons:

- 2.20.1.A nonpayment of an undisputed delinquent charge;
- 2.20.1.B unauthorized use of telephone utility equipment in a manner which creates an unsafe condition or creates the possibility of damage or destruction to such equipment;
- 2.20.1.C failure to substantially comply with terms of a settlement agreement;
- 2.20.1.D refusal after reasonable notice to permit inspection, maintenance or replacement of telephone utility equipment;
- 2.20.1.E material misrepresentation of identity in obtaining telephone utility service;
- 2.20.1.F as approved by federal or state law.

2.20.2 Service may not be discontinued by the Company for failure to pay charges not subject to Missouri Public Service Commission's jurisdiction unless specifically authorized in this tariff.

2.20.3 Residential service may be discontinued during normal business hours on or after the date specified in the notice of discontinuance. Service shall not be discontinued on a day when the offices of the Company are not available to facilitate reconnection of service or on a day immediately preceding such day.

2.20.4 Customers shall have 21 days from the rendition of a bill to pay the charges stated.

2.20.5 Residential service shall not be discontinued unless written notice by first-class mail is sent or delivered to the customer at least five days prior to the date of the proposed discontinuance.

2.20.6 At least 24 hours preceding a discontinuance the Company shall make reasonable efforts to contact the customer to advise of the proposed discontinuance and what steps must be taken to avoid it.

2.20.7 Notices of Discontinuance shall contain the following information:

- 2.20.7.A the name, address and telephone number of the customer;
- 2.20.7.B a statement of the reason for the proposed discontinuance and the cost for reconnection;
- 2.20.7.C the date after which service will be discontinued unless appropriate action is taken;

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2 RULES AND REGULATIONS (Cont'd)

2.20 Discontinuation (Cont'd)

2.20.7 Notices of Discontinuance (Cont'd)

- 2.20.7.D how a customer may avoid the discontinuance;
- 2.20.7.E the customer's right to enter into a settlement agreement if the claim is for a charge not in dispute and the customer is unable to pay the charge in full;
- 2.20.7.F the telephone number where the customer may make an inquiry;
- 2.20.7.G a statement that this notice will not be effective if the charges involved are part of an unresolved dispute;
- 2.20.7.H a statement of the exception for medical emergency as follows:

Residential Emergency

The Company will postpone a discontinuance for a time not in excess of 21 days if the telephone is necessary to obtain emergency medical assistance for a person who is a member of the household where the service is provided and where such a person is under the care of a physician. Any person who alleges such an emergency shall, if requested, provide the Company with reasonable evidence of such necessity.

2.20.8 Settlement Agreement for Residential Customers

- 2.20.8.A When a residential customer is unable to pay a charge in full when due, the Company shall permit the customer to enter into an initial settlement agreement under which the charge may be paid as mutually agreed to by both the Company and the customer. A copy of the settlement agreement shall be delivered or mailed to the customer upon request by the customer.
- 2.20.8.B Matters treated by a settlement agreement shall not constitute a basis for discontinuance as long as the terms of the settlement agreement are followed.

2.21 Restoration of Services

The customer's telephone service is subject to suspension and disconnection for any of the following reasons listed in Section 2.20.1. If the customer does not resolve the reason for suspension or disconnection, the customer's service will first be suspended. If service is suspended, the customer's telephone number is reserved for 5 days, and if the customer is reconnected within that time, the customer will be charged a reconnection fee as set out in Section 4.2. If the reason for suspension has not been resolved within the 5 day period of suspension, the customer's service will be disconnected. If service is disconnected, a new telephone number will be assigned and the customer will be again required to pay an Installation Charge pursuant to Section 4.4.1.A. Prior to any reconnection the customer must pay any unpaid charges that are undisputed.

(N)

March 5, 2003

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2.22 Limitation of Liability

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- 2.22.1 Except as caused by its willful misconduct or negligence, the Company's liability with respect to any action, claim, judgment, damages, demand, liability or expense (including without limitation reasonable attorney's fees) (i) brought or incurred by Customer, by any Subscriber, or by any other party in connection with the installation, provision, preemption, termination, maintenance, repair or restoration of Service (including without limitation 911 Service and Directory Listing Service) or (ii) arising from any Performance Failure, will in no event exceed an amount equal to the Service charges incurred by Customer for the month during which the Service was affected. Such amount will be in addition to any amounts that may otherwise be due Customer as Credits or Credit Allowances pursuant to the provisions of Section 2.26 hereof.
- 2.22.2 To the extent permitted by any applicable Regulation, the Company's liability for negligence will also be limited to the amounts described in Section 2.22.1 hereof.
- 2.22.3 [reserved]
- 2.22.4 In no event will the Company be liable for loss of profits (even if the Company has been advised of the possibility of such loss) or for any indirect, incidental, special, consequential, exemplary or punitive damages whatsoever arising, directly or indirectly, from or in connection with the provision of Services (including 911 Service and Directory Listing Service) hereunder.
- 2.22.5 Except as caused by its willful misconduct or negligence, the Company will not be liable for defacement of or damages to Subscribers' premises or for any personal injury or death arising, directly or indirectly, from the furnishing of Services (including 911 Service and Directory Listing Service), including without limitation the installation or removal of any facilities, equipment or wiring associated therewith. Customer is solely responsible for connecting any and all apparatus, equipment and associated wiring on Subscribers' premises to the Services, and no other Carrier or third party engaged in such activity is to be deemed to be an agent or employee of the company.
- 2.22.6 Any action or claim against the Company arising from any of its alleged acts or omissions in connection with this Tariff will be deemed waived if not brought or made in writing within sixty (60) days from the date that the alleged act or omission occurred.

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The Company will have no liability whatsoever to Customer, its employees, agents, subcontractors, or assignees, or to any other person for (i) damages arising out of any Underlying Carriers' or Other Providers' Performance Failure, (ii) any act or omission of any third party furnishing equipment, facilities or service to any Subscriber in connection with this Tariff or with the Services, or (iii) any other act or omission of any Other Provider, Subscriber or third party related to the use or provision of Services hereunder.

THE COMPANY DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE FOR OR IN CONNECTION WITH THE USE OR PROVISION OF SERVICES PROVIDED HEREUNDER.

2.24 Indemnification

Subject to the limitations of liability set forth in Section 2.22 hereof, the Company and the Customer shall defend, indemnify, and hold each other harmless from and against any and all actions, claims, judgments, damages, demands, liabilities, and expenses, including without limitation reasonable attorney's fees, resulting from injury to or death of any person (including injury to or death of their employees) or from the loss of or damage to tangible real or tangible personal property or to the environment, to the extent that such injury, death, loss or damage was proximately caused by any negligent act or omission on the part of the party from whom indemnity is sought, its agents, employees, subcontractors or assignees, in connection with use of the Services. The indemnifying party under this Section 2.24 shall defend the other at the other's request against any such action, liability, claim or demand. The party seeking indemnification under this Section 2.24 must notify the other promptly of written claims or demands for which the indemnifying party is responsible hereunder. The Company and the Customer, as the case may be, shall cooperate fully with the other in the course of such indemnification, and the indemnifying party shall control such defense and the right to litigate, settle, appeal (provided it pays the cost of any required appeal bond), compromise or otherwise deal with any such claim or resulting judgment, provided that such settlement, compromise or other resolution of said claim does not result in liability to the indemnified party.

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2.25 Indemnification by Customer

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Customer shall defend, indemnify and hold the Company (together with its officers, directors, employees, and agents) harmless from any and all actions, claims, judgments, damages, demands, liabilities, and expenses, including without limitation reasonable attorney's fees, arising from or in connection with:

- 2.25.1 libel or slander resulting from Subscriber's use of the Services;
- 2.25.2 any loss, damage, or destruction of any property or any personal injury (including death) not due to the Company's negligence or willful misconduct and caused, directly or indirectly, from the installation, operation, or other use (or failure to use) of the Services or any Company supplied facilities (i) in combination with the services or equipment supplied by the Subscriber or any third party, or (ii) in an explosive or otherwise hazardous environment;
- 2.25.3 infringement of any patent, copyright, trademark, trade name, service mark or trade secret arising from: (i) the transmission of any material transmitted (a) by any Subscriber or (b) by any other person using the Services provided to any Subscriber, Subscriber location, or Authorization Code; or (ii) from the combination of Subscriber's use of Services with CPE or with other Subscriber-provided facilities or services; and
- 2.25.4 except as otherwise provided by applicable Regulation, any unauthorized, unlawful, or fraudulent use of or access to the Services provided to Subscribers.

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2.26 Credits and Credit Allowances

2.26.1 Credits ("Credit(s)") to the Customer's fixed charges, if any, for Interruptions (other than Scheduled Interruptions or Interruptions caused by Other Providers for which a Credit Allowance is due the company as described in Section 2.26.2 hereof) which (i) exceed in the aggregate twenty-four (24) hours per month, (ii) are directly caused by the Company, and (iii) are not due to the negligence or willful misconduct of the Subscriber, its employees, subcontractors, agents, or assignees, will be applied to Customer's account with the Company. Such credits are to be calculated by multiplying the monthly recurring rate (if any), for the affected Service by the ratio that the number of hours the Interruption bears to 720 hours. (For the purpose of this computation, each month is deemed to have 720 hours.) An Interruption is measured from the time the Company detects, or the Customer notifies the Company of, its occurrence until such time as the Interruption is cured. Each Interruption is to be considered separately for the purposes of this calculation and is being rounded to the nearest hour.

2.26.2 In the event of an Interruption caused by Other Providers for which a credit or allowance ("Credit Allowance") becomes due to the Company, the Company shall apply such Credit Allowance to Customer's account, less an administration fee, subject to the Company's collection of such Credit Allowance from the Underlying Carrier obligated to provide same. In no event will the Company be obligated to credit Customer any amounts in excess of any Credit Allowance allocable to Customer's Interruption(s) which Company receives from the Underlying Carrier. Any other provision of this Section 2.26 notwithstanding, Company will have no obligation to apply any credit to Customer's account for Interruptions caused by an Underlying Carrier for which no Credit Allowance is due to the Company.

2.26.3 Except as otherwise set forth herein, Customer's sole and exclusive remedy for any and all Performance Failures which consist of or give rise to Interruptions are Credits or Credit Allowances to the extent available under this Section 2.26; for any other Performance Failures or in the event Credits or Credit Allowances are unavailable (due to the facts, for example, that the Customer does not incur any fixed month charges), Customer's sole and exclusive remedy in lieu of said Credits or Credit Allowances will be an immediate right to Terminate Services prior to the expiration of the Minimum Service Period.

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2.27 Local Calling Area

The Company will provide Services from all exchanges of its Underlying Carrier, in conformance with that Underlying Carrier's existing local exchange boundary maps as approved by the Commission.

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2.28 Access to Telephone Relay Service

Where required by the Commission, the Company will participate in telephone relay services for handicapped or hearing impaired Customers, and will comply with all regulations and requirement related thereto.

2.29 Compliance

The Company and Customer shall (and Customer shall cause Subscriber to) comply with all Regulation.

2.30 Force Majeure

The Company is excused from any Performance Failure due to causes beyond its reasonable control, including but not limited to acts of God, fire, floods, other catastrophes, insurrections, national emergencies, wars, strikes, work stoppages or other labor disputes, unavailability of rights-of-way, disconnection or unavailability (through not fault of the Company) of any Underlying Carriers' facilities or services, or any Regulation or other directive, action or request of any Governmental Authority.

2.31 Full Force and Effect

Should any provision or portion of this Tariff be held by a court or administrative agency of competent jurisdiction to be illegal, invalid, or unenforceable, the remaining provisions of this Tariff will remain in full force and effect.

2.32 Cooperation

Customer shall cooperate with the Company to the extent necessary for the Company to discharge its obligations hereunder and as reasonably requested by the Company.

2.33 Governing Law

This Tariff is to be governed by and construed in accordance with the rules and orders of the Commission and the laws of the State of Missouri.

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2.34 Assignment

2.34.1 By Customer. The Customer may not transfer or assign its rights or obligations associated with any Service Order without the Company's prior written consent. The Company will permit a Customer to transfer its Service to another party only upon payment of all Charges due through the date of transfer. Such a transfer will be treated as a discontinuation, followed by an installation of new Services, subject to any applicable installation or other non-recurring Charges.

2.34.2 By Company. The Company may, in accordance with Regulations, assign its rights or delegate its obligations under this Tariff to any affiliate or successor in interest.

2.35 [reserved]

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2.36 Operator Services

The Company does not provide operator services.

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3 DESCRIPTION OF SERVICES

3.1 Resold Local Exchange Service

Resold local exchange service is provided by the Company through resale of local exchange access and local exchange service provided by an Underlying Carrier. The Company's Services consist of (i) Prepaid Service, (ii) Optional Service Features, (iii) Directory Listing Service, and (iv) 911 Service.

3.1.1 Residential and Commercial Prepaid Local Exchange Service

(T)

A. General

(T)

Residential and Commercial Prepaid Service is a prepaid, switched, intrastate, telecommunications service which permits Customers to establish communications between two locations within the State of Missouri. Residential Prepaid Service is Available only within a Local Calling Area as describe in Section 2.27.

(T)

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Residential and Commercial Prepaid Service provides a Customer with a single, voice-grade communications channel, including a telephone number and a Directory Listing. The Company's Residential and Commercial Prepaid Service permits a Customer to: (i) place calls within the Local Calling Area; (ii) access 911 Service if available in the Customer's Local Calling Area; (iii) place calls to toll-free "800" or "888" telephone numbers. The Company's Residential Prepaid Service does not permit a Customer to originate calls to direct dial (1+) or (0+) toll services; to caller-paid information services (e.g., "900", "976", "711"); or (0-) access or services. Calls to telephone numbers used for toll services and caller-paid information services will be blocked by the Company.

(T)

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B. Bundled Service Packages

(T)

1. General

(T)

The Customer may select one of the following Bundled Service Packages, where facilities and services permit. Basic, Premium and Commercial Services are only available where the Company is able to economically obtain Unbundled Network Elements with Switching Platform (UNE-P). Basic Unbundled Service (with the exception of Commercial Service) is available at all locations where the Company is unable to economically obtain UNE-P. All calling features are purchased separately for Basic Unbundled Service.

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3 DESCRIPTION OF SERVICES (Cont'd)

3.1 Resold Local Exchange Service (Cont'd)

3.1.1 Residential and Commercial Prepaid Local Exchange Service (Cont'd)

B. Bundled Service Packages (Cont'd)

2. Description of Packages

Bundled Service Package	Local Calling	Features Included	Intrastate Toll Usage
Basic Service	Unlimited Local Calling	None	None
Basic Plus	Unlimited Local Calling	Call Waiting, 3-Way Calling, Call Return, Call Forwarding	None
Premium Service	Unlimited Local Calling	Call Waiting, Caller ID, Call Forwarding, Three- Way Calling, Call Return, Speed Dial, Call Rejection, Call Block	200 Minutes
Commercial Service	Unlimited Local Calling	Hunting, Speed Dial, 3 Way Calling, Caller ID, Call Forwarding, White Page Business Listing	None
Additional Commercial Line	Unlimited Calling	Choice of all features selected on Main Line	None

(N)

3. Toll Service

When toll usage is included in the calling package, calls are measured and decremented in one minute increments. The minimum call duration is one minute. Available call minutes may be used for interLATA or intraLATA calling. Calls are established by dialing a Company-provided toll-free access number from the telephone line associated with the Company's local service.

** Certain material previously located on this Page relocated to Page 28.2*

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3 DESCRIPTION OF SERVICES (Cont'd)

3.1 Resold Local Exchange Service (Cont'd)

3.1.1 Residential and Commercial Prepaid Local Exchange Service (Cont'd)

B. Bundled Service Packages (Cont'd)

3. Toll Service (Cont'd)

(1) Unlimited Long Distance

Packages that include Unlimited Long Distance: This service is for use by Residential Customers for the purpose of point-to-point two-way residential voice applications. If the Customer uses Unlimited Service for non-residential purposes, including but not limited to commercial facsimile, resale, telemarketing, dial-up internet connections, autodialing, three-way calling or voice chat line services, or home office use, the Company may, without notice, suspend, restrict, or cancel the Customer's Long Distance Service or may adjust Customer's service to another plan or disconnect pursuant to the rules promulgated by the MPSC for shutoff of residential services.

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4. Standard Features

Each Prepaid Service Customer is provided with only local exchange service.

5. Optional Features

Prepaid Service Customers may select from the following optional features: (i) Call Waiting, (ii) Call Forwarding, (iii) Call Return, (iv) Caller ID, (v) Three Way Calling, (vi) Speed Dial and (vii) Unpublished Number, (viii) Automatic Dial (ix) Call Block (x) Call Rejection, and (xi) Call Selector.

6. Rates and Charges

The Company will charge a Prepaid Service Customer applicable Non-Recurring Charges, monthly Recurring Charges, and Usage Charges as specified in Section 4.4.1.

** Certain material now found on this page previously located on Page 28.1*

3 DESCRIPTION OF SERVICES (Cont'd)

3.1 Resold Local Exchange Service (Cont'd)

3.1.2 Affinity Packages

Affinity Packages are offered to affinity groups for their associated members, organizations, agencies or similar entities. The affinity group must have a pre-existing arrangement with the Company.

A. Affinity Commercial Package

Affinity Commercial Package is a prepaid, switched, intrastate, telecommunications service that permits the business Customer to establish communications between two locations within the Customer's local calling area. Affinity Commercial Package is available as a bundled or unbundled package.

A nonrecurring Service Processing Fee applies per line. When the Service Processing Fee is \$90.00 or more, the Customer has the option to one third of this charge upon installation of service, one third on the first invoice and one third on second invoice. For an additional line, the Customer has the option to pay the first half of this charge with the initial payment and the remainder is deferred to the Customer's first bill.

A Conversion Fee applies when the Customer is converting existing service from the Incumbent Local Exchange Carrier to the Company.

1. Affinity Commercial Bundled

The Affinity Commercial Bundled Package includes Basic Service, Hunting, Speed Dial, 3 Way, Caller ID, Call Forwarding, White Page Business Listing. Each Additional Line includes Basic Service and choice of all features offered on Main Line. Acceptance of an order for service is subject to availability of network elements supplied by the Incumbent

(N)

(N)

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3 DESCRIPTION OF SERVICES (Cont'd)

3.1 Resold Local Exchange Service (Cont'd)

3.1.2 Affinity Packages (Cont'd)

B. Affinity Residential Package

Affinity Residential Package is a prepaid, switched, intrastate, telecommunications service that permits the residential Customer to establish communications between two locations within the Customer's local calling area. Affinity Residential Package is available as a bundled or unbundled package. A nonrecurring Service Processing Fee applies per line.

1. Affinity Residential - Unbundled

Affinity Residential Basic Unbundled services does not include any features or Member-to-Member long distance service.

2. Affinity Residential - Complete TSR

Affinity Residential - Complete TSR Package is an unbundled service which includes Call Waiting/Caller ID and choice of one other available feature and Member to Member Long Distance.

3. Affinity Residential Basic - Bundled

Affinity Residential Basic - Bundled Package is a bundled service which includes Call Forwarding, Call Return, Call Blocker, Speed Dial, Anonymous Call Rejection and Auto Dial where available. Additional line service is available at the same price as the initial line.

4. Affinity Residential Complete - Bundled

Affinity Residential Complete is a bundled service package which includes Call Forwarding, Call Waiting, Call Return, Call Blocker, Speed Dial, Anonymous Call Rejection, 3-Way Calling, Auto Redial (where available) Call Waiting/Caller ID and Unlimited Member-to-Member Long Distance.

5. Affinity Residential Premium – Bundled

Affinity Residential Premium is a bundled service package which includes Call Forwarding, Call Waiting, Call Return, Call Blocker, Speed Dial, Anonymous Call Rejection, 3-Way Calling, Auto Redial (where available) Call Waiting/Caller ID and Unlimited Long Distance¹. (T)

¹ Unlimited Long Distance is subject to Terms and Conditions as stated in Section 3.1.1.B.3.(1) Toll Service of this tariff.

3 DESCRIPTION OF SERVICES (Cont'd)

3.1 Resold Local Exchange Service (Cont'd)

3.1.3 Optional Service Features

3.1.3.A Call Waiting. A tone signals the Subscriber to indicate that another call is waiting. The Subscriber can answer the second call by flashing the switchhook or by hanging up the phone.

3.1.3.B Call Forwarding. The Subscriber may direct incoming calls to the Customer's telephone number to be routed to a Subscriber-defined telephone number.

3.1.3.C Call Forwarding / No Answer (N)
|
Allows incoming calls that encounter a busy condition or which are not |
answered after a predetermined number of rings to be automatically |
forwarded to a pre-designated telephone number within the exchange or |
on the long distance telecommunications network (N)

3.1.3.D Three Way Calling. The Subscriber may sequentially call up to two (T)
other Customers' telephone numbers and add the calls together making
a three way call.

3.1.3.E Unpublished Number. The Customer may refuse a listing of its name, (T)
street address, and telephone number in the telephone directory
published by the dominant exchange service provider in the Customer's
exchange area.

3.1.3.F Speed Dial. The Subscriber may call pre-selected, pre-programmed (T)
telephone numbers by dialing a one or two-digit code.

3.1.3.G Call Return. The Subscriber may return the last call to the Customer's (T)
telephone number by dialing a one or two-digit code.

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Certain material previously found on this page is now located on Page 29.0.1.

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3 DESCRIPTION OF SERVICES (Cont'd)

3.1 Resold Local Exchange Service (Cont'd)

3.1.3 Optional Service Features (Cont'd)

- 3.1.3.H Caller ID. This feature enables the customer to view on a display unit the Calling Party Directory Name and/or Number (CPN) on incoming telephone calls. (M)(T)
(M)
- When Caller ID is activated on a customer's line, the CPN of incoming calls is displayed on the called CPE during the first long silent interval of the ringing cycle.
- Per line blocking for the blocking of CPN will be available upon request, at no charge, to the following entities for lines over which the official business of the agency is conducted, including those at the residences of employees/volunteers, where an executive officer of the agency registers a need for blocking and provides the required certification to the Company: a) private, nonprofit, tax exempt, domestic violence intervention agencies and b) federal, state, and local law enforcement agencies. The CPN will not be transmitted from a line equipped with this capability. Per line blocking is operational on a continuous basis but can be deactivated by the customer by dialing an access code immediately prior to placing a call.
- (M)

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3 DESCRIPTION OF SERVICES (Cont'd)

3.1 Resold Local Exchange Service (Cont'd)

3.1.3 Optional Service Features (Cont'd)

3.1.3.H Caller ID (Cont'd)

(T)

Line blocking customers can unblock their CPN information on a per call basis, at no charge, by dialing an access code (#82 on their Touch Tone pad or 1182 from a rotary phone) immediately prior to placing a call.

A Customer may prevent the delivery of their calling name and/or number to the called party by dialing an access code (#67 on their Touch Tone pad or 1167 from a rotary phone) immediately prior to placing a call. The access code will activate per call blocking, which is available at no charge. If the calling party activates blocking, the CPN will not be transmitted across the line to the called party. Instead, Calling Line Identification customers will receive an anonymous indicator. This anonymous indicator notifies the Caller ID customer that the calling party has elected to block the delivery of their name and telephone number. The blocking of CPN will not be provided on calls originating from Customer-Owned Pay Telephone Service. If the Caller ID customer also subscribes to Anonymous Call Rejection, the calling party will be routed to a telephone company recording advising the caller that the called party will not accept calls whose CPN has been blocked.

Any customer subscribing to Caller ID will be responsible for the provision of a display device which will be located on the customer's premises. The installation, repair, and technical capability of that equipment to function in conjunction with the feature specified herein will be the responsibility of the customer. The Company assumes no liability and will be held harmless for any incompatibility of this equipment to perform satisfactorily with the network features described herein.

Telephone CPN information transmitted via Caller ID is intended solely for the use of the Caller ID subscriber. Resale of this information is prohibited by this Tariff. CPN will not be displayed if the called party is off-hook or if the called party answers during the first ring interval. CPN will be displayed for calls made from another central office only if it is linked by appropriate facilities. Caller ID is not available on operator handled calls.

Certain material previously found on this page is now located on Page 29.1.1.

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3 DESCRIPTION OF SERVICES (Cont'd)

3.1 Resold Local Exchange Service (Cont'd)

3.1.3 Optional Service Features (Cont'd)

3.1.3.I Call Waiting / Caller ID

(N)

Call Waiting / Caller ID allows for the display of the name and/or number of an incoming telephone call on the Customer's Customer Premise Equipment ("CPE") when the Customer is already speaking on the telephone. This service allows the Customer to decide to answer the new incoming call. Call Waiting ID is offered subject to the following limitations:

1. The Customer must also subscribe to Call Waiting and Caller ID Name and Number;
2. The Customer is responsible for furnishing his or her own CPE which must include the Caller ID capability necessary to display the calling party's name and/or number

(N)

3.1.3.J Automatic Redial

(M)

Allows the Customer to automatically redial the last number the Customer attempted to call.

(M)

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3 DESCRIPTION OF SERVICES (Cont'd)

3.1 Resold Local Exchange Service (Cont'd)

3.1.3 Optional Service Features (Cont'd)

3.1.3.K Call Rejection

(T)

Allows the Customer to automatically reject all incoming calls that have been marked anonymous by the calling party who has activated a Caller ID Blocking feature.

3.1.3.L Call Selector

(T)

Provides a distinctive ringing pattern to the subscribing Customer for up to six specific telephone numbers.

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3 DESCRIPTION OF SERVICES (Cont'd)

3.1 Resold Local Exchange Service (Cont'd)

3.1.3 Optional Service Features (Cont'd)

3.1.3.M Customer Initial Trace

(N)

This service allows the tracing of nuisance calls. The tracing is activated upon entering the specified dial code. The originating telephone number, outgoing trunk number or terminating number, and the time and date are generated for every call.

3.1.3.N Auto Recall

Auto Recall, when activated, automatically redials the last number the customer attempted to call. If the called line is not busy, the call will be placed.

3.1.3.O Auto Call Back

Auto Call Back allows the Customer to place a call to a number to a number that is busy. A confirmation announcement is heard, the customer hangs up and a queuing process begins. For a period of time both the calling and called lines are checked periodically for availability to complete the call. When the called line becomes idle, the customer is notified, via a distinctive ring, that the network is ready to place the call. When the Customer picks up the telephone the call will automatically be placed.

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3 DESCRIPTION OF SERVICES (Cont'd)

3.1 Resold Local Exchange Service (Cont'd)

3.1.4 Miscellaneous Services

A. Promise to Pay

Promise to Pay is an optional service that allows a qualified Customer to obtain an extension of that Customer's billing due date for a period not to exceed ten (10) days. A qualified Customer is one who has made at least one prior payment to the Company and has an outstanding balance of \$5.00 or less on his or her account.

B. Service Reconnection Fee

Charge for restoral of service after disconnection or for initiation of service subsequent to a customer location move.

C. Optional Feature Addition

Per request charge for addition of an optional feature or features subsequent to initiation of basic service.

D. Transfer Service

Charge for initiation of service subsequent to a customer location move.

E. Voice Mail Service

Voice Mail Service provides the Customer with the capability to receive, send, store and retrieve voice messages over the Company's network.

F. IntraLATA Collect Call

Collect Calling allows the Customer to charge a call to the called party. On the operator announcement of a collect call, the called party has the option to refuse acceptance of charges in advance or when queried by the operator.

G. Hunting

Permits a complete hunt over all the lines in a prearranged group. If no idle line is encountered, the hunt will continue until it reaches the line that was originally called.

(N)

(N)

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3.2 Directory Listing Service

- 3.2.1 The Company will provide Customer a single directory listing consisting of the Customer's name, Customer's street address, and Customer's telephone number which is designated as the Customer's main billing number, in the telephone directory published by the dominant exchange service provider in the Customer's exchange areas.
- 3.2.2 The Company may limit the length of any listing in the directory by the use of abbreviations when, in its sole discretion, the clearness of the listing or the identification of the Customer is not impaired thereby.
- 3.2.3 The Company may, in its sole discretion, refuse a listing (i) that does not constitute Customer's legally authorized or adopted name, (ii) that contains obscenities in the name, (iii) that is likely to mislead or deceive calling persons as to the identity of the listed party, (iv) that is a contrived name used for advertising purposes or used to secure a preferential position in the directory, or (v) that is more elaborate than reasonably necessary to identify the listed party. The Company will notify Customer prior to withdrawing any listing which is found to be in violation of this subpart.
- 3.2.4 In order for listings to appear in a directory, a Customer must furnish the listing to the Company in time to meet the directory publishing schedule.

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3.3 911 Emergency Service ("911 Service")

- 3.3.1 The Company is obligated to supply the E-911 service provider in the Company's service area (the E-911 service provider) with information necessary to update the E-911 database at the time the Company submits customer orders to the local exchange company whose service is being resold pursuant to these tariffs.
- 3.3.2 At the time the Company provides local basic service to a customer by means of the Company's own cable pair, or over any other exclusively owned facility, the Company will be obligated to make the necessary equipment or facility additions in the 911 service provider's equipment in order to properly update the database for 911.
- 3.3.3 The Company will be obligated to provide facilities to route calls from the end users to the proper PSAP. The Company recognizes the authority of the E-911 customer to establish service specifications and grant final approval or denial of service configurations offered by the Company.
- 3.3.4. The Company will collect 911 surcharges and remit all surcharge revenue to the appropriate governmental entity pursuant to §190.310 RSMo.
- 3.3.5 The Company undertakes no responsibility to inspect or to monitor 911 Service facilities to discover errors, defects, or malfunction in 911 Service.
- 3.3.6 [reserved]
- 3.3.7 [reserved]
- 3.3.8 By dialing 911, the 911 Service calling party waives all privacy right afforded by non-listed and non-published Service to the extent that the Customer's telephone number, name, address associated with the originating station location are furnished to the Public Safety Answering Point.

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3 DESCRIPTION OF SERVICES (Cont'd)

3.4 Directory Assistance

Directory Assistance Provides for identification of telephone directory numbers, via an operator or automated platform. Customers are provided with a maximum of two (2) listings per call to Directory Assistance.

Where facilities and equipment permit and upon the Customer's request, calls to Directory Assistance can be completed for an additional charge.

When a Customer notifies the Company that the Customer has reached a wrong number, been accidentally disconnected, or experienced a call with poor transmission quality, the Customer will be given appropriate credit for that call.

3.4.1 Directory Assistance Call Completion

Directory Assistance Call Completion is a service provided by the Company whereby the Company operator completes the call to the desired number. A per call charge applies for the use of Directory Call Completion. This per call charge is in addition to the charge for Directory Assistance and any applicable long distance usage charges.

(N)

(N)

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3 DESCRIPTION OF SERVICES (Cont'd)

3.5 Coinless Pay Telephone Service Provider Access Line Service

3.5.1 General

The Company provides Coinless Pay Telephone Service Provider Access Line Service for connection of coinless programmable Customer-provided Pay Telephone equipment to the public switched network, where equipment, facilities and operating conditions permit. Coinless PSP Access Lines provide the PSP Customer with a single, analog, voice-grade telephonic communications channel which can be used to place one call at a time. Coinless PSP Access Lines are provided on a single party (individual) basis for outbound calling only. No multiparty lines are provided.

3.5.2 Regulations

- A. The PSP Customer is responsible for all local and long distance usage charges billed to the Coinless PSP Access Line.
- B. Unless otherwise permitted by Commission rule or order, only one pay telephone instrument may be connected to each PSP Access Line. Extensions must be configured and wired so that only one telephone will operate on the line at one time.
- C. Exchange users of Coinless PSP service must be permitted access at no charge to Universal Emergency Number 911 Services, local and toll operators, Toll Free Service numbers, and 101XXX+0/950-XXX+0 access codes. No charge access must also be provided to report troubles, complaints or request refunds. This rule does not apply to pay telephones provided for inmate use at correctional or confinement institutions.
- D. The Company will not make or offer refunds on behalf of the Coinless PSP provider.
- E. The Customer is responsible for the installation, operation and maintenance of any pay telephone set used in connection with this service beyond the Company's local loop demarcation point. Pay telephone sets must comply with any applicable FCC Part 68 rules.

3 DESCRIPTION OF SERVICES (Cont'd)

3.5 Coinless Pay Telephone Service Provider Access Line Service (Cont'd)

3.5.2 Regulations (Cont'd)

F. The PSP Customer is responsible for installing on or adjacent to each pay telephone in prominent display in signage or screen indicating the following information in well lighted and clearly legible form. These requirements may be met by a combination of instructions within the Customer's discretion.

1. Cost information for local and sent-paid long distance calls
2. Any time limit on a local call
3. Dialing Instructions, including how to reach local and long distance operators
4. No Charge Telephone Numbers:
911
owner/operator of the telephone
refunds, repairs and complaints
5. Identification by name of the owner/operator and operator service provider
6. Statement that no incoming calls are allowed
7. Address of the instrument
8. Telephone number or identification number of the instrument

(N)

(N)

3 **DESCRIPTION OF SERVICES (Cont'd)**

3.5 Coinless Pay Telephone Service Provider Access Line Service (Cont'd)

3.5.3 Rates and Charges

Recurring charges for Coinless PSP Lines are billed monthly in advance. Usage charges, if applicable, are billed in arrears. Usage charges apply for calls placed from the PSP Line subscribed to by the PSP Customer. Nonrecurring charges for installation or rearrangement of service are billed on the next month's bill immediately following work performed by the Company.

Each Access Line is provided with touchtone signaling and blocking and screening functions at no additional charge. Calls placed to Directory Assistance from PSP Lines will be billed to the PSP Customer at rates and charges found in this tariff. Intrastate calls placed using the Company's operator assistance will be billed according to the operator

3.5.4 Volume Discounts

The following volume discounts apply to monthly recurring charges in SWB Area Only: (T)

	Discount
Greater than 50,000 Access Lines	10%
25,000 to 49,999 Access Lines	5%
Less than 25,000 Access Lines	0%

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4 RATES

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4.1 Return Check Charge

The Customer will be charged twenty dollars (\$20.00) or the applicable statutory return check charge (if any), whichever is greater, whenever a check or draft presented for payment of Service is dishonored by the institution upon which it is drawn.

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4.2 Reconnection Fee

A customer will be charged a fee of twenty dollars (\$20.00) for reconnection after suspension of service. If the Customer is reconnected after disconnection of service the Customer shall be assigned a new telephone number and shall pay a new Processing Fee (\$40.00) prior to reconnection. Prior to any reconnection allowed under this Tariff the customer must pay any unpaid charges that are undisputed.

4.3. Promotions

Company may from time to time engage in special promotional service offerings designed to attract new customers or to promote existing services. Such promotional service offerings shall be subject to specific dates, times (not to exceed one year), and/or locations, and shall be subject to prior notification to and approval by the Commission.

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4 RATES (Cont'd)

4.4 Rates for Resold Local Exchange Services

4.4.1 Residential and Commercial Prepaid Local Exchange Service Rates and Charges (T)

. A Nonrecurring Charges (T)

An Installation Charge applies to each line installed. Half of the Installation Charge is payable in advance with the first month's of service. The remaining half of the Installation Charge is payable at the time the second month's recurring charges are due. A Carrier Conversion charge also applies to each account when the customer previously had local service with the underlying incumbent local exchange carrier. The Carrier Conversion Charge is payable in advance with the first month of service.

1. Residential Service (T)

	Non-Recurring Charges	
	Bundled Service	Unbundled
	<u>Package</u>	<u>Package</u>
Installation Charge, Per Line	\$25.00 (N)	\$40.00
Carrier Conversion, Per Acct.	\$ 5.00	\$20.00
Directory Listing	No Charge	No Charge

2. Commercial Service (N)

	Non-Recurring Charges	
	Bundled Service	Unbundled
	<u>Package</u>	<u>Package</u>
Installation Charge, Per Line	\$40.00	N/A
Carrier Conversion, Per Acct.	\$ 5.00	N/A

Certain material previously found on this page is now located on Pages 34.1 and 34.4. (M)

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4 RATES (Cont'd)

4.4 Rates for Resold Local Exchange Services (cont'd)

4.4.1 Residential and Commercial Prepaid Local Exchange Service Rates and Charges (cont'd)

B. Recurring Charges

1. Residential Service

	Monthly Recurring Charges		(N)
	Bundled Service <u>Package</u>	Unbundled <u>Package</u>	
Basic Service	\$29.99	\$39.99	
Basic Plus	\$29.99	N/A	
Premium Service	\$49.99	N/A	

2. Commercial Service

	Monthly Recurring Charges	
	Bundled Service <u>Package</u>	Unbundled <u>Package</u>
Commercial Service	\$44.95	N/A
Each Additional Line	\$39.95	N/A

4.4.2 Affinity Packages

A. Affinity Commercial Package

1. Affinity Commercial Bundled

	Monthly <u>Recurring Charge</u>	Nonrecurring <u>Charge</u>
Each Initial Line	\$44.95	\$40.00
Each Additional Line	\$39.95	\$40.00
Per Line Conversion Fee	N/A	\$ 5.00

4 RATES (Cont'd)

4.4 Rates for Resold Local Exchange Services (cont'd)

4.4.2 Affinity Packages (cont'd.)

B. Affinity Residential Package

1. Affinity Residential Unbundled Service

(N)

a. Basic Service

	Monthly Recurring <u>Charge</u>	Nonrecurring <u>Charge</u>
Each Initial Line	\$39.95	\$42.00
Each Additional Line	\$39.95	\$42.00
Per Line Conversion Fee	N/A	\$25.00

b. Complete Service

	Monthly Recurring <u>Charge</u>	Nonrecurring <u>Charge</u>
Each Initial Line	\$49.95	\$42.00
Each Additional Line	\$49.95	\$42.00
Per Line Conversion Fee	N/A	\$25.00

(N)

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4 RATES (Cont'd)

4.4 Rates for Resold Local Exchange Services (cont'd)

4.4.2 Affinity Packages (cont'd.)

B. Affinity Residential Package (cont'd)

2. Affinity Residential Bundled Service

a. Basic Service

	Monthly Recurring <u>Charge</u>	Nonrecurring <u>Charge</u>
Zone 1 ¹		
Each Initial Line	\$29.95	\$43.00
Each Additional Line	\$29.95	\$43.00
Per Line Conversion Fee	N/A	\$12.00

b. Complete Service

	Monthly Recurring <u>Charge</u>	Nonrecurring <u>Charge</u>
All Zones		
Each Initial Line	\$39.95	\$43.00
Each Additional Line	\$39.95	\$43.00
Per Line Conversion Fee	N/A	\$12.00

c. Premium Service

	Monthly Recurring <u>Charge</u>	Nonrecurring <u>Charge</u>
All Zones		
Each Initial Line	\$49.95	\$43.00
Each Additional Line	\$49.95	\$43.00
Per Line Conversion Fee	N/A	\$12.00

¹ Zone 1 refers to SWB Metropolitan areas of St. Louis and Kansas City.

4 RATES (Cont'd)

4.4 Rates for Resold Local Exchange Services

4.4.3 Optional Features

(M)(T)

Optional features may be added to any Unbundled Package or any Bundled package (if not included in Bundled Package) at or after initial installation. When the optional feature is not included in the Customer's current package, the following monthly recurring charge applies unless the Customer selects a service package that includes the feature. See also nonrecurring service order charge for that service.

(N)

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(N)

	<u>Monthly Recurring Charge</u>	<u>Nonrecurring Charge</u>	<u>Per Use Fee</u>	(T) (T)	(M)(T)
Automatic Redial	\$ 5.00	N/A	N/A		
Call Block	\$ 5.00	N/A	N/A		
Call Waiting	\$ 5.00	N/A	N/A		
Call Waiting / Caller ID	\$10.00	N/A	N/A		
Call Forwarding	\$ 5.00	N/A	N/A		
Call Forwarding Busy/No Answer	\$ 5.00	N/A	N/A		
Three Way Calling	\$ 5.00	N/A	\$0.95	(N)	
Unpublished Number	\$ 5.00	N/A			
Speed Dial	\$ 5.00	N/A			
Call Return	\$ 5.00	N/A			
Auto Call Back	N/A	N/A	\$0.50	(N)	
Auto Recall	N/A	N/A	\$0.50	(N)	
Call Trace	N/A	N/A	\$8.00		
All Monthly Options Above Except Caller ID	\$20.00	N/A		(T) (T)	
Caller ID	\$10.00	\$10.00 ¹			

¹ The Caller ID Set Up Fee is a one time charge levied by the Company to cover charges of the underlying carrier to set up this service.

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4 RATES (Cont'd)

4.5 Miscellaneous Options

	<u>Nonrecurring Charge</u>	
Promise to Pay Fee:	\$ 3.00	
Service Reconnection Fee:	\$20.00	
Optional Feature Addition Charge:	\$15.00	
Transfer Fee:	\$50.00	
IntraLATA Collect	\$ 1.40	
Voice Mail Service	<u>Monthly Recurring Charge</u>	
With Commercial Bundled Service	\$6.95	(N)
With Residential Unbundled Local Service	\$6.95	(T)
With Residential Bundled Local Service	\$4.95	(T)

4.6 Directory Assistance

	<u>Nonrecurring Charge</u>	
Local Directory Assistance, Per Call Charge	\$1.25	
National Directory Assistance, Per Call Charge	\$1.25	
	\$1.00*	
Directory Assistance Call Complete, Per Call Charge		
<i>*Per Call Charge in Addition to Directory Assistance Charge.</i>		

4.7 Rates for Hearing or Speech Impaired

For properly certified hearing or speech impaired Subscribers who communicate via a TDD, the Company will issue upon request a credit for certain intrastate toll charges for calls made between TDDs. The credit will appear on the Customer's subsequent bill and will be equal to applying the Evening Rate during business day hours and Night/Weekend rate during the Evening rate period. Subscribers using TDDs with the assistance of the relay center will receive a credit equal to fifty percent (50%) of the rate for the applicable rate period. If either the Subscriber or the called party indicates that either party is both hearing and visually impaired, the call shall be discounted by twenty-five (25%) of the applicable rate. Such credit does not apply to surcharges on per call add-on charges for operator services when the call is placed by a method that would normally incur the surcharge.

4 RATES (Cont'd)

4.8 Coinless Pay Telephone Service Provider Access Line Service (Cont'd)

4.8.1 Rates and Charges

Recurring charges for Coinless PSP Lines are billed monthly in advance. Usage charges, if applicable, are billed in arrears. Usage charges apply for calls placed from the PSP Line subscribed to by the PSP Customer. Nonrecurring charges for installation or rearrangement of service are billed on the next month's bill immediately following work performed by the Company.

Each Access Line is provided with touchtone signaling and blocking and screening functions at no additional charge. Calls placed to Directory Assistance from PSP Lines will be billed to the PSP Customer at rates and charges found in this tariff. Intrastate calls placed using the Company's operator assistance will be billed according to the operator assisted rate schedules of this tariff.

A. Nonrecurring Charges

Nonrecurring charges apply to each line installed for the Customer. All such charges will appear on the next bill following installation of the service. PSP Line Service provides an access line for use only with a Customer-owned, pay telephone which is equipped with Touch-Tone dialing capability.

	Nonrecurring Charge		(N)
	<u>SBC</u>	<u>Sprint</u>	
Each Coinless PSP Line Install	\$67.07	\$70.71	
Each Coinless PSP Line Conversion	\$ 4.65	\$20.47	
Each PSP Line Add Feature Fee	\$ 4.72	\$ 5.98	
Each PSP Line Suspension Fee	\$ 4.84	\$22.15	
Each PSP Line Restore Fee	\$ 4.84	\$ 4.65	
Each PSP Line Disconnect Fee	\$11.21	\$10.97	(N)

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4 RATES (Cont'd)

4.8 Coinless Pay Telephone Service Provider Access Line Service (Cont'd)

4.8.1 Rates and Charges (Cont'd)

B. Monthly Recurring Charges

1. Coinless PSP Line Service - Flat Rate

a.	SBC				(T)		
	<u>Zone 1</u>	<u>Zone 2</u>	<u>Zone 3</u>	<u>Zone 4</u>			
Flat Rate Coin Line	\$22.72(R)	\$27.04 (R)	\$29.80 (R)	\$31.25 (R)			
b.	SPRINT				(N)		
	<u>Zone 1</u>	<u>Zone 2</u>	<u>Zone 3</u>	<u>Zone 4</u>	<u>Zone 5</u>	<u>Zone 6</u>	
Flat Rate Coin Line	\$27.43	\$30.12	\$38.30	\$46.65	\$56.28	\$78.89	(N)

2. Coinless PSP Line Service - Message Rate [Reserved for future use]

Usage is billed in one (1) minute increments with partial minutes counting as one (1) full minute. A monthly rate applies for each line. Usage is billed monthly in arrears.

Message Rate PSP Access Line	[Reserved for future use]
Per Message Usage Rate	[Reserved for future use]

C. Volume Discounts

The following volume discounts apply to monthly recurring charges in SBC area only: (T)

	Discount
Greater than 50,000 Access Lines	10%
25,000 to 49,999 Access Lines	5%
Less than 25,000 Access Lines	0%

5. **CUSTOMER INFORMATION BULLETIN**

Upon receipt of the Service Order, the Company will personally deliver or mail, by first class mail, the Customer Information Bulletin, the form of which will be as follows:

**IMPORTANT CUSTOMER INFORMATION FOR YOUR
REVIEW BEFORE SERVICE CONNECTION**

NOV 14 1997

Rights and Responsibilities of Missouri Residential Telephone Customers

MISSOURI
Public Service Commission

This information is provided in accordance with the rules of the Missouri Public Service Commission and explains your rights and responsibilities as a residential telephone customer.

Your Telephone Bill

You'll receive a telephone bill from us each month. Missouri Comm South provides basic local exchange prepaid services. The Company does not require a deposit for service. Payment for the first month's service is payable in advance and payment in advance for each month of service thereafter is due in full within 21 days of the date of the bill. If we do not receive your payment within 21 days, your service is subject to suspension or disconnection. When paying by mail, be sure to allow enough time for your payment to reach us by the due date.

Payment Arrangements

Payment must be sent to Missouri Comm South or made at one of our Agent locations. Payment for service may be made by Money Order or cash at an authorized Agent location. Payments for service mailed to Missouri Comm South must be in the form of a Money Order or Certified Check. Credit card payments are accepted by Missouri Comm South by telephone only. If you are temporarily having difficulty paying your telephone bill, please call Missouri Comm South at 1-800-936-5223 between 8 AM and 10 PM Central Time, Monday through Friday or 9 AM and 4 PM Saturday and ask for the billing department. By doing this, you may avoid having your telephone service suspended or disconnected. Your service shall not be discontinued unless written notice by first-class mail is sent or delivered to you at least five days prior to the date of the proposed discontinuance.

Disconnection or Suspension of Telephone Service

Your telephone service is subject to suspension and disconnection for any of the reasons listed below. If you do not resolve the reason for suspension or disconnection, your service will first be suspended. If service is suspended, your telephone number is reserved for five days, and if you are reconnected within that time the charge is only \$20.00. If the reason for suspension has not been resolved within the 5 day period of suspension, your service will be disconnected. If service is disconnected, a new telephone number will be assigned and you will be again required to pay a Processing Fee of \$40.00. Also, in order to be reconnected you must pay any charges required under the "Re-Connection Of Service" section of this information Bulletin.

Your service may be suspended or disconnected for any of the following reasons:

1. Nonpayment of an undisputed delinquent account. Your service will not be discontinued for nonpayment of a delinquent charge until five days after a charge has become delinquent. Additionally, Missouri Comm South will make reasonable efforts to contact you at least 24 hours in advance prior to disconnecting your telephone service.
2. Unauthorized use of telephone utility equipment in a manner which creates an unsafe condition or creates the possibility of damage or destruction to such equipment.

Issued: November 14, 1997

Effective: ~~November 14, 1997~~

James Graham, President
Comm South Companies, Inc.
d/b/a Missouri Comm South, Inc.
6830 Walling Lane
Dallas, Texas 75231

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5. **CUSTOMER INFORMATION BULLETIN (cont'd)**

MISSOURI
Public Service Commission

3. Refusal after reasonable notice to permit inspection, maintenance, or replacement of telephone utility equipment.
4. Misrepresentation of the identity in obtaining telephone utility service.
5. Incurs charges and evidences an intent not to pay such charges when due.

Re-Connection of Service

After local telephone service has been shut off, Missouri Comm South will restore your service when the reason for shut off has been remedied. Before restoring your service, the following will be required:

1. Payment for all undisputed amounts must be received by Missouri Comm South or its authorized Agent.
2. The Processing Fee of \$40.00 must be paid again if your service has been disconnected. The processing fee will NOT be charged if your service has been suspended. If your service has been suspended you will be charged however, a Re-connection fee of \$20.00. Re-connection must be made during the five day suspension period.

Procedures for Handling Inquiries and Complaints

Telephone inquiries may be made directly by calling **Missouri Comm South at 1-800-936-5223** between 8 AM and 10 PM Central Time, Monday through Friday or 9 AM and 4 PM Saturday. Written inquiries may be directed toll free by fax to: 1-800-324-5223. Written inquiries may also be directed to:

Missouri Comm South
P.O. BOX 740068
Dallas, Texas 75374-9932

Filing a Complaint with the Missouri Public Service Commission

If Missouri Comm South cannot resolve your complaint, you may call the Missouri Public Service Commission, located at 301 West High Street, 5th Floor, Jefferson City, Missouri 65101, toll-free at 1-800-392-4211 to file an informal complaint.

If your complaint cannot be resolved informally, you may file a formal complaint in writing with the Missouri Public Service Commission at their mailing address: P.O. Box 360, Jefferson City, Missouri 65102.

Also, the Missouri Office of the Public Counsel, representing the public before the Public Service Commission, has an office at 301 West High Street, 2nd Floor, Jefferson City, Missouri 65101. The Public Counsel's telephone number is 1-573-751-4857.

Issued: November 14, 1997

James Graham, President
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Dallas, Texas 75231

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5 CUSTOMER INFORMATION BULLETIN (Cont'd)

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Issued: June 30, 2003

By: Sheri Pringle, Director - Regulatory Affairs
Comm South Companies, Inc.
6830 Walling Lane
Dallas, Texas 75231

Effective: July 30, 2003

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5. CUSTOMER INFORMATION BULLETIN (cont'd)

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OPERATOR SERVICES AND DIRECTORY ASSISTANCE

MISSOURI
Public Service Commission

Missouri Comm South DOES NOT provide operator services or access to directory assistance.

TOLL SERVICES ARE BLOCKED

You are ordering Prepaid Service from Missouri Comm South, Inc. Prepaid Service is a prepaid, switched, intrastate, telecommunications service which permits Customers to establish communications between two locations within the State of Missouri that are within the exchanges (the Local Calling Area) in which Missouri Comm South, Inc. is authorized to offer and provide service.

Prepaid Service provides you with a single, voice-grade communications channel, including a telephone number and a Directory Listing. Prepaid Service permits you to:

- (i) place calls within the Local Calling Area;
- (ii) access 911 Service if available in your Local Calling Area;
- (iii) place calls to toll-free "800" or "888" telephone numbers.

Prepaid Service does not permit you to originate calls to direct dial (1+) or (0+) toll services; to caller-paid information services (e.g., "900", "976", "711"); or to (0-) access or services. Calls to telephone numbers used for toll services and caller-paid information services will be blocked by the Company.

REFUND OF PROCESSING FEE AND FIRST MONTH'S CHARGES

The Processing Fee and First Month's Prepaid Service Charges you paid at the time you signed this Service Order can be refunded to you if you cancel service anytime within 10 business days after signing this Service Order.

Issued: November 14, 1997

Effective: ~~November 14, 1997~~

James Graham, President
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Dallas, Texas 75231

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